

Between
THE CEMENT LEAGUE
and
UNITED CEMENT MASONS' UNION LOCAL NO.
780 OF THE OPERATIVE PLASTERERS' AND
CEMENT MASONS' INTERNATIONAL
ASSOCIATION, AFFILIATED WITH THE
AMERICAN FEDERATION OF LABOR,

July 1, 2016 - June 30, 2019

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Agreement

Between

THE CEMENTLEAGUE

herein referred to as the "Employers" or "Association" and
UNITED CEMENT MASONS' UNION LOCAL NO. 780 OF THE OPERATIVE
PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION,
AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR,

herein referred to as the "Union"

WHEREAS, the Employers and the Union made and entered into this Agreement July 1, 2016 and extended to June 30, 2019.

AGREEMENT made and entered into by and between THE CEMENTLEAGUE on its own behalf and on behalf of its members who have so authorized at the time of the execution thereof or who may be admitted to membership and have so authorized during the life of the Agreement and any extensions or renewals thereof and all additional Employers, bound, committed, covered or otherwise signed to this Agreement and the UNITED CEMENT MASONS' UNION LOCAL NO. 780, OF THE OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL ASSOCIATION (hereinafter designated as "UNION"). All Employers and Employer representatives that are bound, committed, covered or otherwise signed to this Agreement, hereby designate and acknowledge that the said CEMENT LEAGUE is their duly authorized Bargaining Representative in the negotiations of the foregoing Agreement and the matters therein contained and of any amendment and extensions that may hereafter be made thereto or in the negotiation of any succeeding Agreements. Nothing contained in this Agreement shall require any Employer to become a member of any Association. The Cement League recognizes the Union as the exclusive majority representative to all employees covered by the Agreement in the bargaining unit set forth therein pursuant to Section 9(a) of the Labor-Management Relations Act.

ARTICLE I

Objects

To establish and maintain wages, hours and working conditions for the work on building construction covered by this Agreement in the territory to which it applies; to prevent strikes and lockouts; to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as Employer or employee and to provide for the adjustment of disputes between trades.

ARTICLE II

Principles

The amount of work that an employee whom the Union represents may perform shall not be restricted by the Union, nor by the representatives, officers or members of the Union, nor shall the use of machinery, tools, appliances or methods be restricted or interfered with. All jobs shall be manned adequately consistent with the production of good workmanship. An Employer is allowed to reassign workers at any portion of the day. A worker on a job site cannot refuse work if it's part of the collective bargaining agreement jurisdiction.

No person representing the Union, except its business representatives, shall have the right to interview the workers during business hours. The business representative shall comply with all general conditions of the job regarding passes, entrance to be used, etc.

The parties to this Agreement shall jointly maintain a system of Apprenticeship training, mutually satisfactory, which will insure an adequate force of skilled mechanics. The Cement League and/or the Employer signatory hereto agree that the first employee hired pursuant to the terms of the collective bargaining agreement shall be the foreman. After the third employee, there shall be an apprentice hired. Any additional Apprentices will be at the Employers' option. The first apprentice shall not count as a workman. All jobs shall be manned by Apprentices in accordance with applicable law. Apprentices shall be paid in accordance with the provisions of Article VI.

On all jobs where one or more Cement Masons are employed one shall act as foreman except when patching, grinding and flash patching is done exclusively. Then on all jobs where four (4) or more Cement Masons are employed one shall act as foreman. The Union recognizes the right of the Employer and/or foreman to

employ or discharge any or all employees subject to the provisions of this Agreement.

The foreman, if so requested, shall work with his tools when there are fewer than seven (7) persons employed, and shall work with his tools, regardless of the number of persons employed if an emergency arises in which additional Cement Masons who cannot be procured due to lack of sufficient time.

The foreman shall be the agent of the Employer and shall not be brought up on charges for any of his acts as foreman without due notice, accompanied by a written statement of the charges against him, being given to the Joint Trade Arbitration Board.

No foreman or Cement Mason shall be discriminated against by an Employer for reporting any violations of this Agreement.

The Union shall have the right to appoint a shop steward from among the employees on all jobs covered by this Agreement. For high rise buildings, the steward is to be placed on the job no later than the fifth floor and shall remain so long as there is work to be performed under the jurisdiction of this Agreement. For construction other than high rise buildings covered by this Agreement, the second employee shall be the shop steward. It shall be the steward's duty to report any violations of the terms of this Agreement to the Union and he/she shall not be discriminated against for the performance of such duties. A shop steward must work in an assigned function.

All employees who are members of the Union are required to remain members of the Union as a condition of employment during the term of this Agreement. New employees shall be required to become, and remain, members of the Union as a condition of employment from and after the 7th day following their dates of employment, or the effective date of this Agreement, whichever is later.

Neither the Union nor its representatives shall order a strike or stoppage of work, nor shall the employees strike against any Employer, or collectively leave the work of an Employer; nor shall any Employer lock out employees prior to filing a written complaint, or pending the adjustment of any existing disputes as provided for in Article XI & XII.

It is agreed between the Parties to this Agreement that refusal on the part of any individual employee to cross a legally constituted picket line will not be considered

a violation of this Agreement, nor will it be considered grounds for discharging said employee or employees.

The Association will provide the Union with a list of its members who have designated the Association as its bargaining agent and who have agreed to be bound by the terms and conditions of this collective bargaining agreement. In addition, the Association will notify the Union of any changes in membership, either by the addition of new members or the dropping of members during this Agreement. It is further agreed that all Employer members of the Association are bound by this collective bargaining agreement and entitled to its benefits until its termination date whether or not they retain their membership in the Associations for the full period of his Agreement. Employers not covered by an Association agreement shall be subject to an additional 60 cents hourly administrative benefits charge.

This Agreement is based on the principle that the Employer is entitled to eight hours actual work for eight hours pay. The worker is responsible for working a full day. Workers shall not leave early for lunch or upon completion of the day. Any unreasonable failure to work a full eight (8) hour day shall give the Employer the right to pay only for the hours actually worked.

Any subcontractor or Employer, a party hereto, who elects to sublet or subcontract any of the work previously awarded to it by the general contractor or prime contractor, shall notify the Union within fourteen (14) days of subcontracting such work. However, no Employer that is a party to this collective bargaining agreement shall enter into a contract with any person, partnership, firm, corporation, joint venture or other entity to perform bargaining unit work on a job site, unless such person, partnership, firm, corporation, joint venture or other entity has signed a collective bargaining agreement with the Union or is a member of an Association that has signed a collective bargaining agreement with the Union.

ARTICLE III

Territory Covered

The area in which this Agreement is effective is Greater New York, N.Y., Nassau and Suffolk Counties, L.I., N.Y. and the Cement League specifically recognizes the expanded jurisdiction of the Counties of Albany, Columbia, Delaware, Dutchess, Greene, Orange (excluding the Town of Tuxedo), Putnam, Rockland (including the Town of Tuxedo), Schoharie, Sullivan, Ulster and Westchester.

ARTICLE IV

Work Covered

The Cement League, and/or the Employer, agree that the work set forth in this Article IV is covered by this collective bargaining agreement and that such work shall be contracted for by the Employer and assigned to and performed by Cement Masons, and that such contracting and assignment of work to Cement Masons shall be a term and condition of employment under this Agreement.

(a) The laying out, the setting of joists, metal or other strips or screed rods of work hereinafter specified.

The setting of forms for steps, landings, platforms, copings, caps and curbs, except where under forms or centers are required and the placing of all fine materials for facing same.

The screeding and finishing (broom, float & trowel) of cement wearing surfaces of basements, floors, yards, sidewalks, driveways, roads, areas, and other surfaces where cement finish is to be laid; also when "fine" material is laid over rough concrete where strips have to be set, or material ruled down, or surfaces finished and on monolithic cement finishes.

The construction of glass vaults or sidewalk lights, where same are set in cement, excepting the carpenter work, but including pointing, facing and finishing of the surfaces after forms are removed.

The running of all cement base and setting of temporary strips for cement base.

The operation of the nozzles of cement guns and finishing of cement surfaces applied by cement guns.

The dressing to secure architectural finish with bush hammer, electric chopping gun up to one inch for patching or pneumatic tools of monolithic concrete surfaces when concrete is cast in place; the applying of cement mortar on walls, including the cutting for the patching and finishing of concrete and concrete fireproofing on walls, beams, girders, piers and columns, whether done with trowel, carborundum stone, float or other process; the applying of cement mortar or any other compound containing portland cement as a base on exterior walls for the purpose of preserving or protecting against the weather or other purposes; the applying of cement mortar for damp proofing, waterproofing or

sanitary purposes; the cutting of all tie wire and concrete where cement finish is to be applied.

Applying cement mortar for imitating and renovating brown or other stone.

(i) The applying, finishing and priming of all material known to the trade as "composition" or composition mastic, including those used for nailing purposes.

j) The setting of carpet pins and inserts in cement and "composition" during the laying of same.

(k) The marking and cutting of joints in concrete floors and sidewalks by carborundum wheels or other machines.

The operation of machines for finishing and grinding of cement floors, walls and ceilings.

The patching and caulking of concrete to concrete joints, regardless of materials used, shall be the work of the Cement Masons.

Moving and advancing of vacuum mats during a continuous operation of drying cement finish floors.

The setting of premoulded compressible fillers for expansion joints in any finished concrete, except where same is a self-supporting structural slab.

The application of all materials, synthetic or otherwise, when used or applied in conjunction with the resurfacing or leveling of any surface. This includes all processes utilized to achieve the same pursuant to all jurisdictional language provided in the International Constitution of the O.P. & C.M.I.A.

The packing of cement underneath all machines and setting and packing of bearing plates shall be the work of the Cement Masons.

The patching of concrete or cement floors regardless of material used.

The patching of all precast concrete once delivered to the job.

The utilization of any piece of equipment to establish or finish a grade, including but not limited to cat screeds, mechanical screeding machines and ride

on trowel machines.

ARTICLE V

Hours

1. The work day shall be eight (8) hours at straight time rate. On residential or hospitality projects, time worked after eight hours shall be at time and one-half for wages and benefits. On commercial projects, time worked after eight hours up to ten (10) hours shall be at time and one-half for wages and benefits, except that pension and welfare contributions shall be at double time, and all additional hours thereafter shall be at double time for wages and benefits. For Saturday, time worked on residential or hospitality projects shall be at time and one-half wages and benefits, and for commercial projects wages shall be at time and one half, and pension and welfare benefits at double time, and all the rest of the benefits at time and one-half for the first ten (10) hours, after which all benefits shall be at double time. Sundays and Holidays shall be at double time for everything. As determined by the Employer at the beginning of a week, starting time for a crew gang shall be on the hour between 6 a.m. and 9 a.m. When work starts at 7:00 a.m., lunch can be taken from 11:00 a.m. to 11:30 a.m. When work starts at 8:00 a.m., lunch can be taken from 12:00 p.m. to 12:30 p.m. Cement Masons working through lunch hours must be sent to lunch no later than 1:00 p.m. All Cement Masons working on overtime shall be given the opportunity to eat dinner no later than 6:00 p.m.

2. No work shall be performed on Saturday, except in case of necessity or emergency, and then only by mutual consent of both parties to this Agreement.

Emergency work INVOLVING DANGER TO LIFE AND PROPERTY may be performed without above notice being given.

3. The legal holidays referred to in this Article are: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Presidential Election Day, Thanksgiving Day and Christmas Day. All holidays are subject to change with notice. The observance of any holiday that falls on a Saturday shall be observed on the Friday preceding the holiday. Any holiday that fall on a Sunday shall be observed on the Monday following the holiday.

4. The regular working day for Cement Masons working on Christmas Eve and New Year's Eve (or the last preceding legal working day when these holidays

fall on Sunday or Monday) shall be from 7:00 a.m. to 12 Noon. Workers shall receive eight hours of pay at the prevailing wage rate. Work performed after 12:30 p.m. shall be at single time until 3:30 p.m. Any work performed prior to 7:00 a.m. and after 3:30 p.m., or during lunch hour, will be paid at time and one-half.

Any Cement Mason who reports to work on Christmas Eve, or New Year's Eve, pursuant to his Employer's instruction shall be entitled to the three (3) hours afternoon pay without working.

5. The Employer may work three (3) shifts, with the first shift from 7:00 a.m. to 3:30 p.m.; the second shift and third shift shall each be eight hours. An employee working on the second or third shifts shall receive nine hours pay for eight hours work, which shall include one-half (1/2) hour lunch. All shifts from Monday to Friday inclusive, shall be at the wage rate above noted, any shift working Saturday, Sunday or Holidays shall be at the overtime rate. It is compulsory to work the second shift with the first shift; the third shift will be at the contractor's option. Each shift shall include a different foreman and a different steward.

ARTICLE VI

Wages

There are 3 classifications of workers under this agreement. They are:

1. Journeyperson on Residential and Hospitality work.

For this worker, overtime is at time and one half for wages and benefits except Sundays and Holidays, which will be at double time for wages and benefits.

2. Provisional Residential Worker.

For this worker there is a reduced wage, and all overtime except Sundays and Holidays is at time and one half for wages and benefits. Sundays and Holidays overtime is at double time for wages and benefits. The ratio of Journeyperson and Provisional Residential Worker is 50:50 on Residential and Hospitality work.

3. Journey person on commercial work.

For this worker, time worked after eight hours and up to ten hours, is at time and one half for wages and benefits except pension and trust are at double time. All additional hours worked are at double time for wages and benefits. Sundays and Holidays are at double time for wages and benefits.

There are no Provisional Residential Workers in this classification.

These rates are set forth below:

Cement Masons 780					
Job Title	Wage	Benefit	Total	2017-2018	2018-2019
Journey Person	\$39.30	\$42.70	\$82.00	\$84.00	86.00
Provisional Residential Worker	\$32.06	\$19.19	\$51.25	\$52.50	\$53.75

****For Journeyperson Residential Work, Effective July 1, 2016****

Straight (A)		Overtime(B)		Double Time (C)	
	ST		OT		DT
Trust	\$11.10	Trust	\$16.60	Trust	\$22.20
Pension	\$8.75	Pension	\$13.30	Pension	\$17.50
Apprenticeship	\$0.46	Apprenticeship	\$0.69	Apprenticeship	\$0.92
I.A.P.	\$0.32	I.A.P.	\$0.48	I.A.P.	\$0.64
Check Off	\$2.50	Check Off	\$3.75	Check Off	\$5.00
Int. Check Off	\$0.82	Int. Check Off	\$1.23	Int. Check Off	\$1.64
Vacation	\$7.00	Vacation	\$10.50	Vacation	\$14.00
Pac Mac	\$0.05	Pac Mac	\$0.07	Pac Mac	\$0.10
Strike	\$0.05	Strike	\$0.07	Strike	\$0.10
Annuity	\$11.50	Annuity	\$17.25	Annuity	\$23.00
780 LMT	\$0.15	780 LMT	\$0.23	780 LMT	\$0.30
Total	\$42.70	Total	\$64.17	Total	\$85.40
Total Hours:		Total Hours:		Total Hours:	

****For Provisional Residential Workers, Effective July 1, 2016****

Straight (A)		Overtime(B)		Double Time (C)	
	ST		OT		DT
Trust	\$9.50	Trust	\$14.25	Trust	\$19.00
Pension	\$4.25	Pension	\$6.38	Pension	\$8.50
Apprenticeship	\$0.40	Apprenticeship	\$0.60	Apprenticeship	\$0.80
I.A.P.	\$0.32	I.A.P.	\$0.48	I.A.P.	\$0.64
Check Off	\$2.50	Check Off	\$3.75	Check Off	\$5.00
Int. Check Off	\$0.52	Int. Check Off	\$0.78	Int. Check Off	\$1.04
Vacation	\$1.00	Vacation	\$1.50	Vacation	\$2.00
Pac Mac	\$0.05	Pac Mac	\$0.07	Pac Mac	\$0.10
Strike	\$0.05	Strike	\$0.07	Strike	\$0.10
Annuity	\$0.50	Annuity	\$0.75	Annuity	\$1.00
780 LMT	\$0.10	780 LMT	\$0.15	780 LMT	\$0.20
Total	\$19.19	Total	\$28.78	Total	\$38.38
Total Hours:		Total Hours:		Total Hours:	

****For Journeyperson Commercial Work, Effective July 1, 2016****

Straight (A)		Overtime(B)		Double Time (C)	
	ST		OT		DT
Trust	\$11.10	Trust	\$22.20	Trust	\$22.20
Pension	\$8.75	Pension	\$17.50	Pension	\$17.50
Apprenticeship	\$0.46	Apprenticeship	\$0.69	Apprenticeship	\$0.92
I.A.P.	\$0.32	I.A.P.	\$0.46	I.A.P.	\$0.64
Check Off	\$2.50	Check Off	\$3.75	Check Off	\$5.00
Int. Check Off	\$0.82	Int. Check Off	\$1.23	Int. Check Off	\$1.64
Vacation	\$7.00	Vacation	\$10.50	Vacation	\$14.00
Pac Mac	\$0.05	Pac Mac	\$0.07	Pac Mac	\$0.10
Strike	\$0.05	Strike	\$0.07	Strike	\$0.10
Annuity	\$11.50	Annuity	\$17.25	Annuity	\$23.00
780 LMT	\$0.15	780 LMT	\$0.23	780 LMT	\$0.30
Total	\$42.70	Total	\$73.97	Total	\$85.40
Total Hours:		Total Hours:		Total Hours:	

Cement League & Other Associations Apprentice Enrolled <u>Prior</u> to 7/1/16					
Apprentice Enrolled Prior to 7/1/16	Wage	Benefit	Total	2017-2018	2018-2019
1 st Year 50%	\$19.66	\$26.89	\$46.55	\$47.55	\$48.55
2 nd Year 60%	\$23.58	\$30.50	\$54.08	\$55.28	\$56.48
3 rd Year 70%	\$27.50	\$33.22	\$60.72	\$62.12	\$63.52

Apprentice Wages and Benefits.

Cement League & Other Associations Apprentice Enrolled <u>Prior</u> to 7/1/16											
7/1/2016	50%	OT	DT		60%	OT	DT		70%	OT	DT
Trust	\$11.10	\$22.20	\$22.20		\$11.10	\$22.20	\$22.20		\$11.10	\$22.20	\$22.20
Pension	\$4.38	\$8.76	\$8.76		\$5.25	\$10.50	\$10.50		\$6.13	\$12.26	\$12.26
Check Off	\$1.25	\$1.88	\$2.50		\$1.50	\$2.25	\$3.00		\$1.75	\$2.63	\$3.50
Int. Check Off	\$0.41	\$0.62	\$0.82		\$0.49	\$0.74	\$0.98		\$0.57	\$0.86	\$1.14
Apprenticeship	\$0.23	\$0.34	\$0.46		\$0.27	\$0.41	\$0.54		\$0.32	\$0.48	\$0.64
Vacation	\$3.50	\$5.25	\$7.00		\$4.20	\$6.30	\$8.40		\$4.90	\$7.35	\$9.80
Annuity	\$5.75	\$8.63	\$11.50		\$6.90	\$10.35	\$13.80		\$8.05	\$12.08	\$16.10
780 LMT	\$0.07	\$0.11	\$0.14		\$0.09	\$0.13	\$0.18		\$0.10	\$0.15	\$0.20
I.A.P.	\$0.16	\$0.24	\$0.32		\$0.19	\$0.29	\$0.38		\$0.23	\$0.35	\$0.46
Pac Mac	\$0.02	\$0.03	\$0.04		\$0.03	\$0.04	\$0.06		\$0.04	\$0.06	\$0.08
Strike	\$0.02	\$0.03	\$0.04		\$0.03	\$0.04	\$0.06		\$0.04	\$0.06	\$0.08
Total	\$26.89	\$48.09	\$53.78		\$30.05	\$53.25	\$60.10		\$33.22	\$58.48	\$66.46

Cement League & Other Associations Apprentice Enrolled AFTER to 7/1/16					
Apprentice Enrolled Prior to 7/1/16	Wage	Benefit	Total	2017-2018	2018-2019
1 st Year 50%	\$18.25	\$15.07	\$32.00	\$32.63	\$33.26
2 nd Year 60%	\$22.73	\$16.64	\$37.00	\$37.75	\$38.50
3 rd Year 70%	\$27.73	\$17.97	\$42.00	\$42.86	\$43.72

Cement League & Other Associations Apprentice Enrolled AFTER to 7/1/16									
7/1/2016	50%	OT	DT	60%	OT	DT	70%	OT	DT
Trust	\$9.50	\$14.25	\$19.00	\$9.50	\$14.25	\$19.00	\$9.50	\$14.25	\$19.00
Pension	\$4.25	\$6.38	\$8.50	\$4.25	\$6.38	\$8.50	\$4.25	\$6.38	\$8.50
Check Off	\$0	0	0	\$1.00	\$1.50	\$2.00	\$2.27	\$3.41	\$4.54
Int. Check Off	\$0.32	\$0.48	\$0.64	\$0.37	\$0.56	\$0.74	\$0.43	\$0.65	\$0.86
Apprenticeship	\$0	0	0	\$0.20	\$0.30	\$0.40	\$0.20	\$0.30	\$0.40
Vacation	\$1.00	\$1.50	\$2.00	\$1.00	\$1.50	\$2.00	\$1.00	\$1.50	\$2.00
Annuity	\$0	0	0	0	0	0	0	0	0
780 LMT	\$0	0	0	0	0	0	0	0	0
I.A.P.	\$0	0	0	\$0.32	\$0.48	\$0.64	\$0.32	\$0.48	\$0.64
Pac Mac	0	0	0	0	0	0	0	0	0
Strike	0	0	0	0	0	0	0	0	0
Total	\$15.07	\$22.61	\$30.14	\$37.00	\$24.96	\$33.28	\$42.00	\$26.96	\$35.94

For non-prevailing wage work, including residential, hospitality and all other reinforced concrete construction on projects which are not commercial projects, Employers are authorized to add to their work force Provisional Workers. The ratio of Journeyperson and Provisional Residential Worker is 50:50 on all such work.

The Rates for wages and fringe benefit fund contributions, Union dues and Industry dues, payable to the Cement Masons' Local 780 Fringe Benefit Funds (the "Funds" and along with the Union and the League, the "Funds and Entities") as set forth are for Provisional residential workers working on jobs in the jurisdictional area of the as set forth in Article III, Section I Rates After ten thousand hours of work The Provisional Residential worker becomes a Journeyperson at the reset wage, not to exceed \$65 per hour.

Greater New York City and Long Island EFFECTIVE JULY 1, 2016

Effective July 1, 2016 and during the time of this Agreement, wages and fringe benefit contributions for existing Apprentices shall be the percentages listed below of the journeyman's wages and fringes. This shall apply to existing Apprentices and for Apprentices who have not reached the third (3rd) year or 70%.

	1st year	2nd year	3rd year
Wages	50%	60%	70%
Fringes	50%	60%	70%

All foremen employed shall be paid two dollars (\$2.00) per hour in addition to the journeyperson's rate named above. There shall be no restrictions on an Employer increase of said foreman's rate if the Employer so desires. In addition, a Deputy Foreman's pay shall be established at one dollar (\$1.00) per hour more than the established journeyperson's wage rate.

All independent Employers or contractors (*i.e.*, contractors that are not members of an association that is signatory to a collective bargaining agreement with the Union) and those not covered by the "principal agreement" will pay \$0.60 per hour in addition to the required amount of fringe benefit contributions due to the Funds and Entities as set forth above in order to, among other things, defray the costs of administration of the Funds. If an Association Employer leaves its Association or is no longer a member in good standing with its Association, or is delinquent for 2 months, a \$0.60 per hour Funds contribution increase to match the independent agreement administration cost of the Funds shall be paid by the Employer, if so notified by the Trustees of Funds, for the remaining duration of the Agreement.

Payments covering contributions to the Cement Masons' Local 780 Trust Fund, Pension Fund, Apprenticeship Fund, Vacation Fund, the Cement League Advancement and Promotion Fund ("CLAPF"), the Cement League, the Local 780 Labor-Management Trust Cooperation, and Union Dues Check Off shall be made weekly. Contributions required to be made to Funds governed by ERISA become Fund assets and Fund property of each respective Fund immediately upon the date on which the contributions are due if so provided for by the respective Fund Trust agreements.

A single check covering the combined contributions due to the above-mentioned Funds and Entities shall be made payable to the "Cement Masons' Local 780 Fringe Benefit Funds." This check, along with a completed and signed remittance report, must be submitted to the shop steward or Cement Mason on the job on the employees' regular pay day, who shall in turn verify the correctness of the amount and the number of employees covered and submit the check and report to the Funds Office. Where an employee is laid off and receives his wages other than on the employee's regular pay day, said employee shall also be given a check to cover the contributions due to the Funds and Entities. If there are no reportable hours worked by a Cement Mason during any given week, the Employer is obligated to submit directly to the Fund office a remittance report to the Fund office indicating that there are no reportable hours for the week. Employers in good standing and current with benefits due to the Funds, may remit benefits directly to the Fund Office.

The signing of this Agreement, or the signing of another commitment to pay (*i.e.*, the remittance report), or actual payment in keeping with the terms of this Agreement to the Funds and Entities identified by this Agreement, shall bind and obligate the Employer paying the contributions to the terms and conditions of this Agreement and the trust agreement(s) establishing said Funds in the same manner as actually signing said trust agreement(s).

Failure by the shop steward or employee to immediately (but in no event later than three calendar days after pay day) forward said check or checks to the Fund Office shall subject the employee to such penalties as in the judgment of the Trustees are warranted.

Failure by the Employer to issue said check and remittance report (even in the event that no contributions are due for the applicable week) shall be cause for the Union to remove employees covered by this Agreement from the work of such

Employer. If such men who are removed remain at the job site during regular working hours, they shall be paid for lost time not to exceed three days' pay.

Employers must submit, with their contributions payments, properly executed remittance reports for each Cement Mason, apprentice employee, and/or residential worker, setting forth his/her name, social security number, hours worked, total wages, and such further data as the Trustees may from time to time determine in their sole discretion to be necessary. The Trustees, in their sole discretion, may require any Employer to provide electronic submission of the Employer's remittance report as the Trustees determine. Employers are required to use the remittance report issued by the Fund office. Blank remittance reports for use by the Employer are available electronically and in hard copy upon request from the Fund office.

Before an Employer covered by this Agreement commences work on any project, the Employer shall notify the Union and the Funds Office in writing of the job location, block and lot information of the project, party or parties for whom, or under whom, the Employer is working, contract number, if any, for the project. If the Employer fails to give such notification, the Employer may be required to pay a \$10,000.00 administration fee, made payable to the Cement Masons' Local 780 Fringe Benefit Funds.

Anything to the contrary notwithstanding, the Trustees of the Funds during the term of this Agreement may at any time change the method and manner of payment and reporting for these Funds so as to insure more efficient collection and distribution.

Any Employer or contractor that is delinquent in paying its required weekly contributions to the Funds and Entities shall pay ten percent (10%) interest per annum on all late payments and/or any other rate of interest or amount as may be determined by the Trustees of the Funds.

The Surety Bond is waived for all Association Employer members. If the Employer is found through an audit to be delinquent, a committee will decide any further course of action.

Payroll Audit Rights: Employer books and records shall be made available upon demand by the Funds and Entities - or their representatives - at all reasonable times for inspection and audit by, but not limited to, the accountant, outside independent auditors or other representatives of the Trustees of the Funds and Entities. The

Employer shall be required to disclose upon such audits all payrolls and, payroll ledgers including office payrolls, yard payrolls, New York payrolls, New Jersey payrolls, computer payroll printouts, W-2 forms, quarterly federal payroll tax returns (Form 941), quarterly state payroll tax returns, annual federal and state tax returns journals, purchase journals, New York State employment records, insurance company reports, Employer remittance reports, payroll and supporting checks, ledgers, expense vouchers, 1099 forms, 1120 forms, cash disbursements, check register, evidence of unemployment insurance contributions, payroll tax deductions, disability insurance premiums, certification of workers compensation coverage, checks in support of any governmental filings or tax payments, remittance reports and checks in support thereof and any other documentation concerning payment of fringe benefit contributions for hours worked by employees remitted to multi-employer fringe benefit funds other than the Funds described herein, and any other items concerning payrolls. Further, the Employer shall disclose the job location, block and lot, owner of job location, party or parties for whom or under whom the Employer is working, contract number for project and Employer's journeypersons working on job and other relevant job requisition breakdowns, job requisitions, job time sheets or, if required by contract, certified payrolls, plans, specifications and other relevant job information. In addition, the aforementioned books and records of any affiliate, subsidiary, alter ego, joint venture or other related company of the Employer shall also be made available at all reasonable times for inspection and audit by, but not limited to, the accountants, outside independent auditors or other representatives of the Trustees of the Funds. Lastly, the Employer is obligated to provide to the Funds' auditor or representative any document, record or information, as determined necessary by the Trustees of the Funds, to determine contributions and dues that are due and owing to the Funds and Entities.

Any Employer who cancels or frustrates an audit, which the auditors have scheduled, shall be subject to a charge of no less than \$500.00.

The Employer shall retain, for a minimum period of six (6) years, payroll and related records necessary for the conduct of a proper audit in order that a designated representative of the Trustees may make periodic review to confirm that contributions owed pursuant to the Agreement are paid in full. In the event, after the Trustees have made a reasonable request, the Employer fails to produce its books and records necessary for a proper audit, the Trustees, in their sole discretion, may determine that the Employer's monthly hours subject to contributions for each month of the requested audit period are the highest number of employee hours for any month during the twelve (12) preceding months audited, or paid, or during the

last twelve (12) months for which reports were filed, whichever monthly number of hours is greater. If the hours reported by employees exceed such amount, the hours reported by such employees shall be used as the criterion of delinquency. Such determination by the Trustees shall constitute presumptive evidence of delinquency. Prior to making such determination, the Trustees shall mail, by overnight courier, a final ten (10) days' written notice to the Employer advising him that such determination shall be made if the Employer does not schedule a prompt audit. Nothing herein shall mean that the Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for audit.

If an Employer is in default on weekly contribution payments to the Funds and Entities, or if an Employer fails to make payment of contributions due as determined by an audit of its books and records and three (3) days' notice of such default is given to the Employer, and such default is not cured by the Employer within three (3) days of the Funds issuing such notice, the Union may remove employees covered by this Agreement from the work of such Employer. If such members who are removed remain at the job site during regular working hours, they shall be paid for lost time not to exceed three days' pay.

It shall be a violation of the Agreement for any Employer to fail to furnish proper books and records when requested for the purpose of completing an audit. The Union shall have the right to remove all its members from the offending Employer provided that three (3) days' notice of the intention to remove employees from a job is given to the Employer by the Union by certified mail. If such members who are removed remain on the jobsite during regular working hours, they shall be paid for lost time.

The President, Vice President, Secretary-Treasurer, individual partner, employee of the partnership, officer, stockholder, proprietor or employee of the corporation, company, joint venture or proprietorship acknowledges that he or she is vested with the authority and control over the submission of remittance reports and/or payment of contributions to the Funds and Entities and acknowledges that he or she shall be personally and individually obligated to submit the required remittance reports and/or pay the required contributions and dues to the Funds and Entities for all work performed by employees and the individual signing this Agreement has the authority so to bind them and they are so bound pursuant to 29 U.S.C. § 1002(5) and § 1145.

In the event the Employer does not make timely payment of contributions as

required herein, it is agreed that the Employer shall be liable for the payment of such contributions and dues checkoffs with interest of ten (10%) percent per annum plus liquidated damages of twenty (20%) percent per annum of the amount owing and all costs including, but not limited to, reasonable audit and accounting expenses, witness costs, attorneys' fees and court costs. These amounts may be billed to a delinquent Employer and are due once billed, even if an audit has not been completed or conducted.

Double time shall be paid for all work done after 12:01 a.m. Sunday until 11:59 p.m. on Sunday night.

Wages shall be paid weekly on the job before 4:00 p.m. on Fridays. Deductions from wages now, or hereinafter required by law, shall be marked on the face of the envelope. At the Employer's option payment of wages may be made by negotiable check. If workers are not paid as specified above, double time shall be paid for Friday, between the hours of 3:30 p.m. and 5:30 p.m. and single time for working time thereafter until paid, not exceeding fourteen hours, provided however, that the workers report to and remain on the job during the said hours of working time.

If an Employer issues a payroll check to a Cement Mason and the check is returned for lack of funds, the Employer shall pay all service charges and a penalty of eight (8) hours, at the regular rate of hourly pay.

When a Cement Mason is employed on a job for two (2) days or more, and is discharged or laid off, he/she shall be paid for all time worked and shall stop working at 2:30 p.m. and must be paid by 3:00 p.m. except when working on overtime. When a Cement Mason is employed on a job for one (1) day and is discharged or laid off, he/she shall be paid at once for all time worked and must be paid by 3:00 p.m. except when working on overtime.

Article VII

The League and the CLAPF

During the term of this contract, all Employers signed to this Agreement shall pay a contribution of thirty-two (\$0.32) cents for each hour of employment of Cement Masons in accordance with this Agreement to the Cement League and the CLAPF (Cement League Advancement Program Funds). Such contributions shall be paid to the Funds and then the Funds Office shall remit \$0.16 to the League and \$0.16 to the CLAPF.

The League and the CLAPF shall reimburse the Funds for all expenses incurred in the collection and distribution of contributions, which amount shall be deducted by respective Funds from the contributions payable over to the League and the CLAPF.

Article VIII Union Dues Checkoff

The Employer shall deduct the appropriate contract rate for each category of worker, per hour for each hour paid by the employer per this Agreement, as the employees' Union dues and International Union dues which is provided in the employees' last signed authorization made in conformity with the provisions of Section 302 of the Labor Management Relations Act, and shall transmit such deductions together with the contributions to the Funds and Entities.

Each Employer shall submit to each of his employees, for a voluntary signature in duplicate, dues check-off authorization card furnished by the Union, one copy of which shall be retained by the Employer, and the other returned to the office of the Union.

ARTICLE IX Working Conditions

Cement Masons shall be permitted to seek employment on any job of an Employer where an employment office is not maintained on the job. If an employment office is maintained, the foreman or hiring agent of the Employer shall be conveniently accessible to applicants for work at least once a day.

If Cement Masons are sent to and arrive on a job upon request from an Employer, and are not put to work, or if requested to remain on said job by an Employer, foreman or superintendent until one (1) hour after starting time, said Employer shall pay each such workers two (2) hours pay, regardless of weather, or any other conditions that may exist, on the job.

If such workers are requested to remain on the job by said Employer, foremen or superintendent until two (2) hours after starting time and otherwise not put to work, such worker shall receive an additional two (2) hours pay regardless of the weather or any other conditions that may exist on the job. For every hour or portion of an hour after 10:00a.m. that the workers are requested to remain on the job, they shall be paid straight time.

When a Cement Mason is employed on a job, he/she shall not be temporarily laid off and re-employed again during the same day. If a Cement Mason is obliged to work overtime, he/she shall be paid overtime rates continuously until he/she is laid off for the day. The above reference to continuous employment during one day shall not apply if continuous employment is not possible due to acts of Providence or conditions beyond the control of the Employer.

Employers are to provide a locker satisfactory to the Joint Trade Board in every new building or alterations subject to their control on which they are doing work. A satisfactory locker shall have the door hung in such a way that hinges cannot be taken off while the door is closed, without breaking the door. The lock must be a mortise lock or hasp and staple bolted through the door, or a safety hasp which covers all screws; in any case it must be impossible to open the door without breaking it or the lock.

A member of the Cement League who has complied with the requirements of the above clause is only responsible for loss of tools and clothing due to the burning or forcible entry of the locker, such liability shall be limited to a sum not to exceed:

\$100.00 for tools including overalls

95.00 for overcoat

60.00 for clothing

20.00 for shoes

upon the submission of proper proof of loss to the Joint Trade Board.

In buildings twelve (12) stories and over where an elevator is not provided for transportation of workers, the Cement Masons shall not be required to be above the 6th floor before their specified starting time. Where an elevator is provided, Cement Masons are to be at the location of their work at starting time.

The Employer shall provide adequate scaffolds to assure the safety of the workers.

All employees shall furnish adequate tools for the performance of their work except when special tools such as carborundum stones, special jointers or chisels or other special tools are required.

The following protective and safety measures shall be taken for the protection of Cement Masons:

On open slab jobs, subject to weather conditions, the proper rain protection shall be supplied by Employers to the Cement Masons. Galoshes or pullovers shall be

furnished by the Employer, and the Cement Masons shall be responsible for their proper care of such equipment.

On jobs where grinding machines, or other dust producing machines, are used on floors, walls or ceilings by the Cement Masons, the proper respirator, with an ample supply of filters to be supplied by the Employer.

On jobs where the Cement Mason is required to chip, cut and bush hammer, the proper safety goggles shall be supplied by the Employer.

The Employers agree to explore the feasibility of providing emergency use of personnel elevators during periods of overtime work on jobs where such elevators are already provided for the Cement Masons during regular hours.

No Cement Mason shall be left on the job alone. There shall always be another man on the job site (not necessarily a Cement Mason) who shall be on the payroll of the same Employer on job site. The use of safety equipment and safety appliances by Cement Masons is mandatory. The failure of a Cement Mason to use such equipment and appliances furnished by his Employer shall be grounds for dismissal. The consumption of intoxicating alcoholic beverages or drugs on construction job sites during working hours shall be forbidden. The abuse of this rule shall be grounds for dismissal.

The consumption of intoxicating beverages or use of drugs on a jobsite is prohibited. Violation of this rule, after is sufficient cause for dismissal. Drug or alcohol testing may be required by the Employer, or owner, provided that it must be HIPAA compliant.

There shall be a safety meeting on job sites at least once a month between the shop stewards and the Employer to prevent unnecessary accidents. Employers shall cooperate in observing all safety regulations on the job site.

The hard hat is the responsibility of the worker to furnish and wear on the job site at all times. The worker is financially responsible for replacing the hard hat.

All Cement Masons shall make every effort to have their men attend the thirty hour certified OSHA class within the next three (3) years.

Workers are prohibited from using cell phones while working on the job site.

Neither party during the life of this Agreement is to adopt any working rule or regulation which is contrary to any of the clauses in this Agreement. Neither shall

either party attempt to enforce any working rules which have not been approved by the Joint Trade Arbitration Board.

Employers, employees or the agents of either shall not accept or give, directly or indirectly, any rebate on wages or give or accept gratuities or give anything of value or extend any favor to any person for the purpose of affecting any rate of wages.

Should the Union knowingly allow employees whom it represents to work for competitors of the of Employers covered by this Agreement for a wage and/or fringe benefit package less than that established by this Agreement or under conditions more favorable to the Employer than the conditions established by this Agreement, the wages and conditions contained in this Agreement shall immediately be changed to conform to the more favorable conditions as shown to exist.

Any employee transferred from one job to another during working hours shall be paid for the time spent in traveling.

(a) On all pours of 2,500 square feet or more using wet screeds, there shall be a minimum of three (3) Cement Masons and one (1) Apprentice on a 16-foot straight edge or for lesser pours, one (1) Cement Mason per four (4) feet of straight edge during the entire pulling up and screeding operation.

On all finished steel deck high rise construction work, there will be a minimum of three (3) Cement Masons and one Apprentice for the first three thousand (3,000) square feet. There shall be a minimum of one (1) person for every fifteen hundred square feet (1,500) from 3,000 square feet up to 19,000 square feet. After 19,000 square feet there will be a minimum of one person for every two thousand square feet. When pouring a specific type of finish is required (e.g., bull float, broom, etc.) the contractor shall contact the Union to have a Union representative meet on the job site with the job superintendent, Cement Mason foreman and job shop steward (if already placed on the job) to discuss the number of persons needed in conformance with standards prevalent in the area.

When power-vibrating screeds are used, the number of workers shall be only as required to operate the machine on highway work.

On reinforced high rise construction, there shall be a minimum of three Cement Masons and one Apprentice on all pours of up to 2,500 square feet (with

proportionate manning for lesser pours) and one (1) person for every fifteen (1,500) hundred square feet.

If the laser screed is used for pulling up, there shall be a minimum of three Cement Masons and one Apprentice for the first five thousand square feet. After 5,000 square feet and up to 20,000 square feet, there shall be one Cement Mason for every 3,000 square feet. For anything greater than 20,000 square feet, there shall be one person for every 5,000 square feet. Apprentices shall count as Cement Masons.

A Cat screed on Q-decking shall have four workers on the first 3,000 square feet, and then one person for every additional 2,000 square feet.

A Cat screed on reinforced concrete shall be have four workers on the first 3,000 square feet and one person for every additional 1,500 square feet.

There shall be no manpower quotas to operate any mechanical equipment.

There shall be no restriction on use of any tools.

Each floor shall be finished in accordance with the direction of the Employer.

All Cement Masons are to have verbal communication at all times with the ground floor when they are working seventy-five (75) feet or more above the ground floor during overtime hours.

Prior to the use of a Laser Screed Machine, there shall be a pre-job conference between an employee of the Contractor and the Union representatives.

When ordered to a job site for a specific time for signup, getting safety instructions, or to receive transportation to the job location, the employee shall be paid from the time he is required to report.

After the pull up is completed, the number of persons retained on the job will be under the discretion of the foreperson. The job shop steward shall remain on the job site with the foreperson to insure that the overtime hours are distributed fairly and evenly amongst all employees on the job, provided they are capable of performing specific duties.

Whenever a slab is two (2) feet or deeper, the foreman and shop steward will start when the pour starts and the balance of the crew to finish will be hired at 7:00 a.m. or 8:00 a.m. or before, if needed.

ARTICLE X

Validity

If the courts should decide that any clause or part of this Agreement is unconstitutional or illegal or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other portions of this Agreement, it being the sole intent and purpose of this Agreement is to promote peace and harmony in the craft along lawful lines.

ARTICLE XI

Trade and Jurisdictional Disputes

Subject to appeal by the Union to the Referee of the Building Trades Department of the American Federation of Labor, disputes between trades and disputes relative to questions of jurisdiction of trade shall be adjusted in accordance with the method set forth in the Joint Arbitration Plan of the New York Building Trades adopted on July 9th, 1903, and amended on April 22nd, 1905, and all decisions rendered there under or by the referee, determining disputes arising out of the conflicting jurisdictional claims of the various trades shall be recognized by and be binding upon the parties hereto, except to the extent that Section 3 of the said Joint Arbitration Plan requires the Employer to employ only members of the Union directly or indirectly through subcontractors or otherwise.

ARTICLE XII

Trade Boards

All complaints, disputes and differences arising under this Agreement between the Associations and the Union or between any Employer and any employee shall be referred to the Joint Trade Board of the Cement League. Should the Joint Trade Board fail to reach a decision, the matter shall be referred to an umpire as set forth in Paragraph 3 of this Article. The Joint Trade Board and/or the Umpire are hereby empowered to hear, adjust and decide the matter at issue and a decision by either of these two agencies shall be final and binding on all parties.

There shall be a Joint Trade Arbitration Board which shall consist of two (2) members of the Cement League Association appointed by the Association and five

(5) members of the Union appointed by the Union, whose term of service shall not be less than six (6) months. The Board shall meet within forty-eight (48) hours after written notice has been given by either side to meet for a specific purpose.

In voting, the Employers, as such, and the Union, as such, shall each cast an equal number of votes and in the event of a tie vote, or failure to reach a decision, the matter shall be submitted within three (3) weeks to an impartial umpire who shall be selected by the Joint Trade Arbitration Board. Any and all expenses in connection with such submission shall be equally divided between, and paid for by, the parties to this Agreement.

Any Employer member of a trade board directly involved in any case brought before this Board shall withdraw from the Board until the case is settled. An alternate shall be selected by the remaining Employer members to fill the temporary vacancy.

Any Union member of the trade board directly involved in any case brought before the Board, shall withdraw from the Board until the case is settled, and an alternate shall be selected by the remaining Union members to fill the temporary vacancy.

The Union and the Employers agree that a committee appointed by said Union and Employers shall meet from time to time to study further safety measures necessary to insure the safety and protection of Cement Masons while employed at their trade. The Union and Employers shall discuss and implement additional economic recovery measures at the discretion of the Union.

ARTICLE XIII

Universal Agreement

If the Building Trades Employers' Association and the Building & Construction Trades Council of New York shall execute a universal agreement establishing uniform hours and wages for all trades affiliated with the said Council, then Article V & VI of this Agreement covering hours and wages and Article XIV of this Agreement covering duration, respectively shall be changed to conform to the universal agreement if and as required.

ARTICLE XIV

Duration

This Agreement shall continue in full force and effect until terminated in accordance with the terms of this Article.

This Agreement went into full force and effect on July 1, 2016, and shall continue in full force and effect until the close of business on June 30, 2019. Either party may terminate this Agreement at midnight on June 30, 2019 by notifying the other party in writing at least sixty (60) calendar days prior to such date. If no notice of termination is given, this Agreement shall automatically continue in full force and effect for successive renewal periods of one (1) year each, subject to the right of either party to terminate this Agreement at the end of the renewal period by notifying the other party in writing no later than sixty (60) calendar days nor more than ninety (90) calendar days prior to the end of such renewal period of its intention to terminate the Agreement. The parties may change or alter, upon mutual agreement, this Agreement and such changes or alterations shall not affect the continuation of this Agreement.

If either party desires to terminate this Agreement and notifies the other party in writing at least sixty (60) calendar days prior to June 30, 2016, such party will have the opportunity to present proposed changes and amendments to the then current Agreement up to and including the first formal negotiating meeting of the parties.

If an Employer is no longer a member of the Cement League, such Employer becomes an independent contractor, and will be obligated to pay all wage & fringe benefit costs incurred on an independent contractor per this Agreement.

ARTICLE XV

Manning of Jobs

In the employment of workers covered by this Agreement, the following provisions shall govern:

The Union shall establish and maintain an open employment list for the employment of competent workers to be supplied by the Union as provided in subdivision (2) hereof. Such list shall be established and maintained on a non-discriminatory basis and shall not be based on, or in any way effected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

Whenever desiring to employ workers the Employer shall call upon the Union or its agent for fifty percent of such workers as the Employer may, from time to time need, and the Union or its Agent shall refer such workers from the open employment list. The Employers shall have the right to employ fifty percent of the workers directly.

The Employer shall retain the absolute and unconditional right to reject any worker referred by the Union.

The Union, in referring workers, shall give consideration to and shall be governed by the following criteria, which shall be applied in a nondiscriminatory manner, as provided for in (1) above: (a) recent employment by a particular Employer now desiring to re-employ the same worker provided he/she is available; (b) length of prior employment with any Employer party to this Agreement; (c) competency and experience in the performance of the particular tasks involved in the job to which referral is being made.

The Employer and the Union agree there will be no discrimination against any employee, or applicant for employment, with respect to race, creed, color, national origin, sex, age, disability, marital status, citizenship status, sexual orientation and/or affectional preference in all employment decisions, including but not limited to recruitment, hiring compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment, except as provided by law.

The parties to this Agreement shall post in places where notices to employees and applicants for employment are customarily posted, all of this Article XV. No Employer shall enter into a contract with any other person, partnership, firm, corporation or joint venture to perform bargaining unit work on a jobsite unless such other person, partnership, firm, corporation or joint venture has signed an Agreement with the Union or is a member of an association which has signed an Agreement with the Union on the member's behalf.

If an Employer covered by this Agreement or any such owner or principal forms or acquires by purchase, merger or otherwise, an interest, whether by ownership, stock, equitable or managerial, in another company, corporation, partnership or joint venture, performing bargaining unit work within this jurisdiction, this Agreement shall cover such other operation and such other bargaining unit employees shall be considered an accretion to the bargaining unit.

All methods of Employee Leasing are prohibited. To confirm this, when an Employer signs with the Union, the Employer's name (accompanied by a copy of the corporate papers verifying name) as agreed and fixed on the Association or independent collective bargaining agreement must be the same and only name that appears on the employees' weekly payroll check, must be the same and only name that appears on the weekly fringe benefit check to the Union Trades, and the same and only name that appears as the "insured" on the workers compensation policy (accompanied by a copy of the workers compensation policy verifying the name) with the "certificate holder" being the Union Trade employed.

The Cement League and Local 780 United Cement Masons' Union agree to explore solutions to reduce the Employer's cost of worker's compensation and general liability insurance in order to allow them to bid competitively against non-union entities.

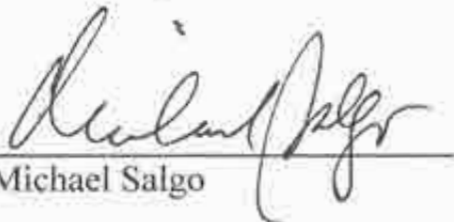
If the Union enters into any Agreement with an independent Employer ("Independent Employer") or other association performing work set forth in Article IV which provides more favorable terms or conditions of employment to such independent Employer when performing work set forth in Article IV than are provided for in this Agreement, any Employer may secure these more favorable terms and conditions of employment for employees it employs performing work specifically of the kind performed by the Independent Employer or other association by notifying the Union in writing that it will implement the more favorable terms on a certain date and by identifying the particular project or projects where it will implement the more favorable terms and conditions; provided, however, the Union may require, by written notice to the Employer, that some or all of other terms and conditions of employment in its agreement with the Independent Employer or other association that are related to the more favorable terms and conditions shall also be implemented.

The union hereby waives any laws, rules or regulations of New York City or New York State, or any other relevant governmental entities, that reference paid leave, or unpaid family leave.

ARTICLE XVI
Effecting Clause

The parties hereto, hereby make and enter into this Agreement, and in witness whereof, we, their duly authorized and empowered representatives, have hereunto set our hands and seal this *1st* day of *July*, 2016.

For the Employer: **THE CEMENT LEAGUE**


Michael Salgo

For the Union:

**UNITED CEMENT MASONS' UNION, LOCAL No. 780, OF THE
OPERATIVE PLASTERERS & CEMENT MASONS' INTERNATIONAL
ASSOCIATION**


Gino Castignoli

Employer Information

Employer _____

Name &
Title _____

Officer's
Signature _____

Address _____

Telephone

Fed Id # _____